

## General Terms & Conditions

For events, room reservations and seminars at the Hotel Spitzhorn Saanen - Gstaad (HS)

Please note the following Terms & Conditions. They define the contractual relationship between you, esteemed guest, and the Hotel Spitzhorn (hereinafter "HS").

### 1. Reservation and Liability

The reservation agreement and amendments thereto relating to services to be provided by the Hotel Spitzhorn (HS) are not binding for the hotel until they have been confirmed and reconfirmed in writing by both hotel and client.

If the Organiser (agency / person making the booking) is not identical with the client (guest, address of the invoice), the Organiser is jointly and severally liable with the client vis-à-vis HS.

If the guest making a reservation advises HS of additional guests, he is liable for the total cost of the rooms reserved.

The Organiser is liable for all bills not paid by participants (e.g. telephone, spa etc.).

### 2. Deadlines

Deadlines for reconfirmation are binding for both parties. Once the deadline has expired, the hotel is entitled to dispose of all rooms unless written confirmation (signed by both parties) has been received.

### 3. Arrival & Departure

In the absence of other arrangements, rooms will be available from 3.00 p.m. on the day of arrival. Rooms must be vacated by 11.00 o'clock at the latest on the day of departure. If rooms are not vacated by then, the hotel is entitled to charge 50% of the full room rate for the hours between 11 a.m. and 6.00 p.m. and 100% after 6.00 p.m.

### 4. Event Numbers

Although the final number of guests is often not known until shortly before an event, we request you to give us a number as precise as possible no later than 10 days before your event.

The invoice cannot be adjusted to take lower numbers of guests into account unless HS is notified accordingly at least 2 days before the event.

The client is liable vis-à-vis HS for the payment of additional food, drinks and similar items ordered by participants.

## 5. Choice of Menu / Wines

HS must receive the final choice of menu and wines no later than 10 days before the event. Compliance with requests submitted later will depend on availability.

## 6. Corkage fee

HS will charge a corkage fee for all wines, champagne and other beverages supplied by the client. A fee of CHF 45.00 per bottle will be charged for wines (0.75 dl bottle) with a cost price of less than CHF 50.00. If the cost price of the wine is more than CHF 50.00 but less than CHF 100.00 the Organiser will be charged a corkage fee of CHF 75.00 per bottle. If the cost price is above CHF 100.00, HS reserves the right to set a standard price for the corkage fee. Spirits are also excluded from this arrangement. The standard price of spirits will be fixed by HS. The cost price of beverages supplied by the client will be determined by HS on the basis of current market prices.

## 7. Programme sequence

The client will notify HS at least 48 hours before the event commences of its precise sequence (incl. special details relating to performances, speeches, intervals etc.).

HS is unable to guarantee impeccable food and beverages (e.g. coffee breaks, meals etc.) unless participants observe the agreed times or the client informs HS of changes in good time (no later than 2 hours beforehand).

## 8. Rooms / Equipment

HS reserves the right to place alternative rooms at the client's disposal instead of those originally specified for the event, provided such rooms can be considered reasonable for the client's purpose. HS undertakes, however, to notify the client and the person ordering the event of this change in good time.

Both infrastructure and equipment must be handled with care. The client is liable for any damage caused or equipment or inventory items lost while the event is in progress and proof of liability is not required. The client or person ordering the event must notify the appropriate executive staff member of HS on duty at the time of any damage caused. The mounting of decorative materials or other items without the permission of HS is prohibited. All decorative materials must comply with fire prevention regulations. Decorative materials provided by the client must be removed within 48 hours after the event at the latest. If the person ordering the event has arranged for HS to obtain technical or other equipment from third parties, HS shall act on behalf of and for the account of the person ordering the event. The person ordering the event is responsible for seeing that it is handled with care and returned in good order and releases HS from liability vis-à-vis third parties.

If technical or other equipment provided by HS malfunctions or is defective, HS will endeavour to have it repaired immediately, if possible. Such occurrences do not entitle the client to retain or reduce payments.

### **9. Night shift premium**

For organised events which last until after 01.00 a.m., HS will charge a night shift premium as follows: up to 100 persons CHF 300.00. This night shift premium will be charged for each full or partial hour.

### **10. Publicity**

In principle, the prior written approval of HS is required for all newspaper advertisements and other publicity material mentioning events at HS. If materials are published without approval, HS is entitled to cancel the event, in which case No. 15 shall apply.

### **11. Auxiliary staff members**

The client is not entitled to request assistance from auxiliary staff members free of charge for the transport and mounting of decorative elements, technical equipment and other items provided by HS or third parties.

### **12. Force majeure**

In the case of force majeure (fire, floods, etc.) HS reserves the right to withdraw from the contract.

### **13. Deposits / Invoices**

The Organiser agrees to pay a deposit of up to 50% of the total arrangement, unless specifically agreed otherwise in written. The deposit must be received by HS at least 10 days before the event.

In the case of group events/bookings, the Organiser/Client is responsible for settling any outstanding amounts for extra items together with the final invoice.

Invoices are payable net within 30 days of the invoice date.

### **14. Cancellation of a reservation**

Cancellations will not be accepted unless they are notified in writing.

The following cancellation charges will, however, apply (on the basis of the final written confirmation):

30 to 15 days prior to arrival / event: 25% of the services to be provided

14 to 8 days prior to arrival / event: 50% of the services to be provided

0 to 7 days prior to arrival / event and no-shows: 100% of the services to be provided

If services are to be provided by third parties (rental costs, catering, organisation), their terms of business shall apply – regardless of the terms of HS.

**a) Rooms**

Guests leaving prematurely will be charged the agreed rate for the rest of their stay.

**b) Events**

The liability to compensate HS for loss of income resulting from cancellations or a significant decrease in the number of persons comprises rentals, the expected catering services (confirmed service x number of persons) and the administrative work involved. The calculation is based on the number of persons known at the time.

**c) Seminars**

If participants leave early, the agreed room rate will be charged for the remainder of their stay.

The liability to compensate HS for loss of income resulting from cancellations or a significant decrease in the number of persons comprises rentals, the expected catering services (confirmed service x number of persons) and the administrative work involved. The calculation is based on the number of persons known at the time.

**15. Miscellaneous**

The Organiser/Guest is responsible for insuring items that he has brought with him. HS does not accept any liability for missing or damaged items.

As the HS is located in a residential zone, fireworks and firecrackers are prohibited in the hotel grounds.

Parents are responsible for their children. HS does not accept liability for accidents.

On request, adequate parking space can be provided within the hotel grounds. HS does not accept liability for vehicles left in its car parks.

Rental rates for seminar rooms, prices of food and beverages are subject to change. HS reserves the right to request a deposit.

**16. Applicable law / Jurisdiction**

These General Terms and Conditions and all agreements entered into on the basis of these General Terms & Conditions are subject to Swiss law. It is agreed that the place of fulfilment and jurisdiction shall be Thun.

**Hotel Spitzhorn, Gstaad, October 2013**